

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Ken Cohen, Assistant Town Administrator/797-1030

SUBJECT: Sale of Property – Southeast corner of St. Rd. 84 &
Scarborough Drive

AFFECTED DISTRICT: 3

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA PLACING THE THREE HIGHEST BIDS FOR THE FORMER YOUNG AT ART MUSEUM SITE IN ORDER OF PRIORITY AND DIRECTING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE A PROPERTY SALES AGREEMENT WITH THE TOP SELECTION. IF AN AGREEMENT CANNOT BE REACHED WITH THE TOP SELECTION THAN AUTHORIZING THE TOWN ADMINISTRATOR TO NEGOTIATE A PROPERTY SALES AGREEMENT WITH THE SECOND CHOICE.

REPORT IN BRIEF: The approximately 2.77 acre site above was slated to be donated by the Town for the Young At Art/County Library complex. The property zoning category was changed from B-2/RM5 to CF under Ordinance #97-10. Last year the county calculated the property requirements for construction of the library and Young At Art facilities. It was determined that the site was too small to accommodate the total design requirements for the complex. The county subsequently found and purchased a suitable 11 acre site for the project. On February 6, 2002 the Town Council passed Resolution #R-2002-22 which, in summary, authorized the payment of \$300,000 to Young At Art from the property sale. All revenues above \$300,000 would be retained by the General Fund of the Town of Davie. The sale of the property could not proceed until clear title to the property could be established.

The Town has received an opinion from Neal R. Kalis of Kalis and Kleinman, P.A., that the Town of Davie now has clear title to this property. Confirmation of this has not been received from the Town Attorney. It is his opinion that the burden and expense of determining clear title should be left to the purchaser of the property. The purchaser will go through the process of determining clear title during the purchase process. Why go through the process and expense twice? The Town Administrator concurs with the Town Attorney and feels we should be limiting our expense wherever we can to maximize the community's gain for the Town's sale of the property.

An advertisement was placed in the local newspaper stating the Town was offering the property for sale. The three highest bids received are:

Sam Jazayri	\$610,000
U.S. Brick and Block Systems, Inc.	\$600,000
Aubrey Welles	\$535,000

All bids received were contingent on the current zoning being charged back to B-2 or some lesser category under which their project can be completed.

Sam Jazayri is proposing a professional office building and has provided an example (see attachment E), U.S. Brick and Block Systems, Inc. is proposing a corporate headquarters (see attachment F). Aubrey Welles is proposing a Pet Resort (see attachment G).

Staff's recommendation is being based on the bidders purchase prices. Property tax issues are not being considered as the bidders did not include project cost estimates. Staff is recommending the highest bidder, but since the three projects appear to be different in scope or use, we are requesting that council select the project they believe is best suited to the area. If more than one project is appropriate, it is requested that council place those appropriate in order (i.e. first place, second place and third place). This will be the order used to begin negotiations for the property sales contract.

PREVIOUS ACTIONS: Ordinance 97-10; changing the classification from B-2/RM5 (Attachment A). Resolution R-2002-22; authorizing the payment of up to \$300,000 to Young At Art from the property sale (Attachment B).

CONCURRENCES: N/A

FISCAL IMPACT: \$265,820 additional revenue to the General Fund (\$310,000 less past due property taxes of \$44,172).

RECOMMENDATION(S): To place the order for negotiations as follows;

First Place - Sam Jazayri	\$610,000
Second Place - U.S. Brick and Block Systems, Inc.	\$600,000
Third Place - Aubrey Welles	\$535,000

Attachment(s): Resolution

- A) Ordinance 97-10
- B) Resolution R-2002-22
- C) Advertisement - Sale of Property
- D) Aerial view of property
- E) Sam Jazayri project
- F) U.S. Brick and Block Systems, Inc. project
- G) Aubrey Welles project

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA PLACING THE THREE HIGHEST BIDS FOR THE FORMER YOUNG AT ART MUSEUM SITE IN ORDER OF PRIORITY AND DIRECTING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE A PROPERTY SALES AGREEMENT WITH THE TOP SELECTION. IF AN AGREEMENT CANNOT BE REACHED WITH THE TOP SELECTION THAN AUTHORIZING THE TOWN ADMINISTRATOR TO NEGOTIATE A PROPERTY SALES AGREEMENT WITH THE SECOND CHOICE.

WHEREAS, the Town of Davie received this land through a donation which the Town was to deed over to Young At Art for their new museum facility; and

WHEREAS, Young At Art and Broward County combined to expand the facility or other property more suited to the larger project; and

WHEREAS, this property now is deemed to have outlined its usefulness or is not needed for public purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. That the Town Council of the Town of Davie does hereby accept the offer of \$610,000 made by Sam Jazayri for the purchase of the property of the former Young At Art Museum site and authorizes the Town Administrator or his designee to negotiate an agreement for such sale and present that contract for approval at a future meeting date. Should no agreement be reached with the highest bidder then the Town Administrator or his designee shall negotiate with the next highest bidder and present that agreement for approval.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS DAY OF , 2003

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2003

ORDINANCE 97-10

AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, CHANGING THE CLASSIFICATION OF CERTAIN LANDS WITHIN THE TOWN OF DAVIE FROM B-1, B-2 AND RM-5 TO RM-10 AND CF; AMENDING THE TOWN ZONING MAP TO COMPLY THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town Council of the Town of Davie authorized the publication of a notice of a public hearing as required by law, that the classification of certain lands within the Town be changed from B-1, B-2 and RM-5 to RM-10 and CF; and,

WHEREAS, said notice was given and publication made as required by law on December 4, 1996, and a public hearing thereunder was held on December 18, 1996

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE FLORIDA:

SECTION 1. That the property described in Exhibit "A," attached hereto and made a part hereof, be and the same is hereby rezoned and changed from B-1, B-2 and RM-5 to RM-10 and CF.

SECTION 2. That the zoning map heretofore adopted by the Town Council be and the same is hereby amended to show the property hereinabove described as RM-10 and CF.

SECTION 3. All Ordinances or parts of Ordinances in conflict herewith are to the extent of such conflict hereby ~~repealed.~~

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

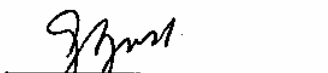
SECTION 5. This Ordinance shall take effect immediately upon its passage and adoption

PASSED ON FIRST READING THIS 18th DAY OF December, 1996.

PASSED ON SECOND READING THIS 5th DAY OF February, 1997.


Mayor/Councilmember

ATTEST:


Town Clerk

APPROVED THIS 5th DAY OF February, 1997

Ord 97-10

97-626113 T#0
12-01-97 03:1

Return to:

Name:

Town Clerk
Town of Davie

Address:

6591 SW 45 Street
Davie, Florida 33314

This Instrument Prepared By:

Ruden, McClosky, Smith
Schuster & Russell, P.A.
200 East Broward Boulevard
15th Floor
Fort Lauderdale, Florida 33301

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that the undersigned, Chase Joint Venture, whose mailing address is 10 Light Street, 6th Floor, Baltimore, MD 21202, being the owner of that certain real property located in the Town of Davie, Broward County, Florida, and described on Exhibit "A" attached hereto and made a part hereof, voluntarily makes the following Declaration of Restrictions covering the above-described property, specifying that this Declaration of Restrictions shall constitute a covenant running with the land and that this Declaration shall be binding upon the undersigned and upon all persons deriving or taking title through the undersigned. These restrictions, during their lifetime, shall be for the benefit for the Town of Davie, Florida.

1. The above-described property shall be used for the following uses: library and public educational uses.
2. These restrictions shall not be construed to grant a use not allowable under the applicable zoning category of the subject property.
3. Development of the described property shall be in conformance with Town of Davie Comprehensive Plan and Land Development Code.
4. These covenants are to run with the land and shall be binding upon all parties and persons deriving or taking title through the undersigned from the date these covenants are recorded in the Public Records of Broward County, Florida. This Declaration of Restrictions may be amended or removed only by the Town of Davie, Florida, by a written document of equal formality and dignity and with the approval of the undersigned or their successors in title or assigns. Any amendment to this Declaration of Restrictions or termination hereof shall be recorded in the Public Records of Broward County, Florida. Nothing herein shall prevent the declarants or their successors in title or assigns from applying to the Town of Davie, Florida, for modification of this Declaration of Restrictions or termination hereof.

DEFERRED ITEM
Return Document To
Business Operations

5. Invalidation of any one portion of this Declaration of Restrictions or any portion of this document by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

6. This Declaration of Restrictions is executed for the purposes of protecting the health, safety and welfare of the citizens of the Town of Davie, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 31st day of January, 1997.

Signed, sealed and delivered
in the presence of:

CHASE JOINT VENTURE, a Florida general
partnership

By: CHASE/SCARBOROUGH GROUP, INC.
CHASE/SCARBOROUGH GROUP, INC.,
a FLORIDA corporation, general partner

Susan I Reif
Print Name: SUSAN I REIF

By: Jeffrey J. Dauray
Print Name: JEFFREY J. DAURAY

A. Carrie Stottlenire
Print Name: A. Carrie Stottlenire

Title: VICE PRESIDENT

MARYLAND
STATE OF FLORIDA)
COUNTY OF BALTIMORE) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Jeffrey J. Dauray, the Vice President of CHASE/SCARBOROUGH GROUP, INC., as the general partner of CHASE JOINT VENTURE, a Florida partnership, freely and voluntarily under authority duly vested in him/her by said corporation on behalf of said general partnership, and that the seal affixed thereto is the true corporate seal of said corporation. He/She is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of January, 1997.

Patricia E. Herbert
Notary Public

Patricia E. Herbert

Typed, printed or stamped name of Notary Public

My Commission Expires: 1/7/99



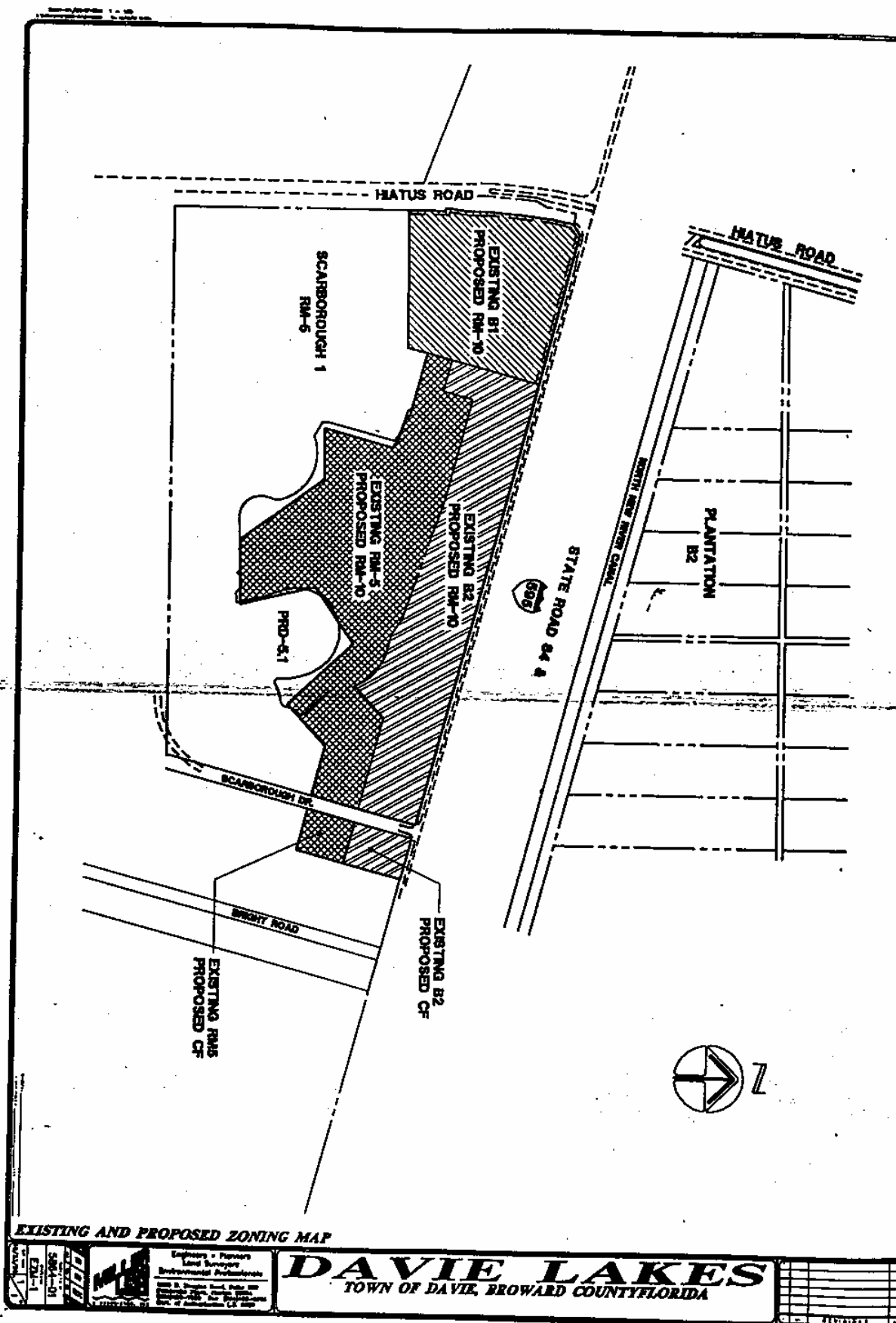
EXHIBIT "A"

LEGAL DESCRIPTION TO ACCOMPANY SKETCH OF SURVEY

A Portion of Tract A as shown on the Plat of SCARBOROUGH II, as recorded in Plat Book 126 at Page 44 of the Public Records of Broward County, Florida and being more particularly described as follows:

Begin at the Northeasterly corner of said Tract A; thence South 14 degrees 44 minutes 11 seconds West along the Easterly line of said Tract A for 465 88 feet, thence North 75 degrees 15 minutes 49 seconds West for 259 00 feet; thence North 14 degrees 44 minutes 11 seconds East for 465 88 feet, thence South 75 degrees 15 minutes 49 seconds East for 259 00 feet to the Point of Beginning Lying and being in the Town of Davie, Broward County, Florida and containing 120,664 square feet or 2.770 Acres, more or less.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR



Resolution R-2002-22

A RESOLUTION OF THE TOWN OF DAVIE FLORIDA AUTHORIZING THE DISBURSEMENT OF FUNDS AND THE ISSUANCE OF AN ADVANCE FOR THE YOUNG AT ART PROJECT.

WHEREAS, the Town of Davie committed a total donation of \$250,000 towards the Young At Art project for the construction of a museum and county library site; and

WHEREAS, the Town of Davie seeks to disburse \$100,000 of this commitment to Young At Art with the remaining balance payable to Young At Art in increments as directed by the Town Administrator not to exceed \$250,000 in total donations; and

WHEREAS, in addition the Town of Davie previously received donated land which the Town was to deed over to Young At Art for their project; and

WHEREAS, the Town of Davie now finds it desirous to sell this land and provide the cash value to Young At Art as this land was found to be incompatible with the project; and

WHEREAS, the Town of Davie seeks to issue an advance to Young At Art in the amount of \$300,000 pending the sale of the property and receipt of the property deed identifying the Town of Davie as the property owner; and

WHEREAS any profit or loss realized as a result of the sale of said property shall be incurred by the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. That the Town Council of the Town of Davie hereby authorizes the disbursement of a \$100,000 donation to Young At Art from the Community Endowment Special Revenue Fund with the remaining balance disbursed to Young At Art in increments as directed by the Town Administrator not to exceed in total, \$250,000.

SECTION 2. That the Town Council of the Town of Davie hereby authorizes an advance to Young At Art in the amount of \$300,000 from the Community Endowment Special Revenue Fund to be repaid upon the sale of the property. However, none of the \$300,000 will be advanced until a property deed is presented identifying the town as the property owner.

SECTION 3. That upon the sale of the property the Community Endowment Special Revenue Fund will be repaid up to its \$300,000 advance and additional proceeds, if any, will be credited to the General Fund of the Town.

SECTION 2. That the Town Council of the Town of Davie hereby authorizes an advance to Young At Art in the amount of \$300,000 from the Community Endowment Special Revenue Fund to be repaid upon the sale of the property. However, none of the \$300,000 will be advanced until a property deed is presented identifying the town as the property owner.

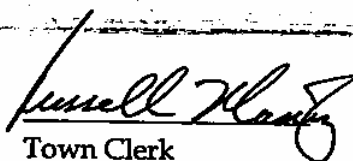
SECTION 3. That upon the sale of the property the Community Endowment Special Revenue Fund will be repaid up to its \$300,000 advance and additional proceeds, if any, will be credited to the General Fund of the Town.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 6th DAY OF February, 2002


Mayor/Councilmember

ATTEST:


Town Clerk

APPROVED THIS 6th DAY OF February, 2002

NOTICE
TOWN OF DAVIE, FLORIDA

Notice is hereby given that a public hearing will be held by the Town Council of the Town of Davie, Florida in the Town Hall at 6591 SW 45 Street, Davie on Wednesday, May 15, 2002, at 7:00 p.m. or as soon thereafter as may be practicable for the purpose of approving the sale of certain property which has outlived its usefulness or is not needed for public purposes. The sale of the property depends upon receipt of proper title documentation.

LOCATION DESCRIPTION: SOUTHEAST CORNER OF STATE ROAD 84 AND SCARBOROUGH DRIVE

LEGAL DESCRIPTION: SCARBOROUGH II 126-44 B, A POR OF TRACT A DESC'D AS: BEG NELY COR SAID TRACT A, SW 465.88, NW 259, NE 465.88, SE 259 TO POB

APPROXIMATE VALUE: \$300,000

FOR FURTHER INFORMATION, PLEASE CONTACT PROGRAMS ADMINISTRATOR CHRIS KOVANES AT (954) 797-1030.

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE TOWN COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETINGS OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSES MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerk's Office at 797-1023 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TTY).

Publish 1 time on: April 12, 2002

Send bill and proof of publication to Town Clerk, Town of Davie, 6591 SW 45 Street, Davie, FL 33314

SUN-SENTINEL
PUBLISHED DAILY
FORT LAUDERDALE, BROWARD COUNTY, FLORIDA
BOCA RATON, PALM BEACH COUNTY, FLORIDA
MIAMI, MIAMI DADE COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF BROWARD/PALM BEACH/MIAMI DADE
BEFORE THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED

CHRIS BULL WHO, ON OATH, SAYS THAT
HE/SHE IS A DULY AUTHORIZED REPRESENTATIVE OF THE CLASSIFIED
DEPARTMENT OF THE SUN-SENTINEL, DAILY NEWSPAPER PUBLISHED
IN BROWARD/PALM BEACH/MIAMI DADE COUNTY, FLORIDA, AND THAT THE
ATTACHED COPY OF ADVERTISEMENT, BEING A:

SCARBOROUGH II

IN THE MATTER OF:

Scarborough II

IN THE CIRCUIT COURT, WAS PUBLISHED IN SAID NEWSPAPER IN THE
ISSUES OF:

4/12,1D

10845270

AFFIANT FURTHER SAYS THAT THE SAID SUN-SENTINEL IS A NEWSPAPER
PUBLISHED IN SAID BROWARD/PALM BEACH/MIAMI DADE COUNTY, FLORIDA,
AND THAT THE SAID NEWSPAPER HAS HERETOFORE BEEN CONTINUOUSLY
PUBLISHED IN SAID BROWARD/PALM BEACH/MIAMI DADE COUNTY, FLORIDA,
EACH DAY, AND HAS BEEN ENTERED AS SECOND CLASS MATTER AT THE
POST OFFICE IN FORT LAUDERDALE, IN SAID BROWARD COUNTY, FLORIDA,
FOR A PERIOD OF ONE YEAR NEXT PRECEDING THE FIRST PUBLICATION OF
ATTACHED COPY OF ADVERTISEMENT; AND AFFIANT FURTHER SAYS THAT
HE/SHE HAS NEITHER PAID, NOR PROMISED, ANY PERSON, FIRM, OR
CORPORATION, ANY DISCOUNT, REBATE, COMMISSION, OR REFUND, FOR THE
PURPOSE OF SECURING THIS ADVERTISEMENT FOR PUBLICATION IN SAID
NEWSPAPER.

Chris Bull
(SIGNATURE OF AFFIANT)

SWORN TO AND SUBSCRIBED BEFORE ME
ON: 12-April-2002 ; A.D.

David L. Bezak
(SIGNATURE OF NOTARY PUBLIC)



David L. Bezak
MY COMMISSION # DD004939 EXPIRES
July 20, 2005
BONDED THRU TROY FARM INSURANCE, INC.

(NAME OF NOTARY, TYPED, PRINTED, OR STAMPED)

PERSONALLY KNOWN ☒ OR

PRODUCED IDENTIFICATION ☐

NOTICE
TOWN OF DAVIE, FLORIDA
Notice is hereby given
that a public hearing will
be held by the Town Council
of the Town of Davie, Florida
in the Town Hall, 6391 SW 45 Street, Davie,
Florida on Wednesday, May 1,
2002, at 7:00 p.m. or
soon thereafter as may
be practicable for the purpose
of approving the plat of
certain property which
has outlived its usefulness
or is not needed for
public purposes. The sale
of the property depends
upon receipt of proper
title documentation.
LOCATION DESCRIPTION
SOUTHEAST CORNER OF
STATE ROAD 84 AND
SCARBOROUGH DRIVE
LEGAL DESCRIPTION
SCARBOROUGH II 126-
B, A PORT OF TRACT
DESC'D AS: BEG NELY COR
SAID TRACT A; SW 46S. 2
NW 259, NE 46S. 88, SE 2
TO POB
APPROXIMATE VALUE
\$300,000
FOR FURTHER INFORMATION,
PLEASE CONTACT THE
PROGRAMS ADMINISTRATOR
CHRIS KOVANEZ
(954) 797-1030
ANY PERSON WISHING
TO APPEAL ANY DECISION
MADE BY THE TOWN
COUNCIL WITH RESPECT
TO ANY MATTER CONSIDERED
AT SUCH MEETING OR
HEARING WILL NEED TO
RECORD OF THE PROCEEDINGS,
AND FOR SUCH PURPOSES
MAY NEED TO ENSURE THAT
A VERBATIM RECORD OF THE
PROCEEDINGS IS MADE
WHICH RECORD INCLUDES
THE TESTIMONY AND EVIDENCE
UPON WHICH THE APPEAL IS
MADE.
Any person requiring
interpretation or
other aids and services
this meeting may call the
Town Clerk's Office
797-1023 at least five
calendar days prior to the
meeting. If you are hearing
or speech impaired,
please contact the Florida
Relay Service by using the
following numbers: 1-800-
955-8770 (voice) or 1-800-
955-8771 (TTY).
April 12, 2002



Chase Joint Venture (Young at Art Parcel)

Aerial Date Flown: January, 2001

Scale: 1"=200'

Planning & Zoning Division - GIS
 Drawn 2/28/02



200 0 200 Feet

Commercial Contract
FLORIDA ASSOCIATION OF REALTORS®

1* **1. PURCHASE AND SALE:** Sam Jazayri and/or Assigns _____ ("

2* agrees to buy and _____ Town of Davie _____ ("

3* agrees to sell the property described as: Street Address: 2.77 acres _____

4* _____

5* Legal Description: Folio # 504107110020 (See attached) _____

6* _____

7* and the following Personal Property: _____

8* _____

9 (all collectively referred to as the "Property") on the terms and conditions set forth below. **The "Effective Date" of this Contract is the date on which the last of the Parties signs the latest offer. Time is of the essence in this Contract.** Time period

10 **the date on which the last of the Parties signs the latest offer. Time is of the essence in this Contract.** Time period

11 days or less will be computed without including Saturday, Sunday, or national legal holidays and any time period ending

12 Saturday, Sunday or national legal holiday will be extended until 5:00 p.m. of the next business day.

13* **2. PURCHASE PRICE:** _____ \$ 610,000.00

14* (a) Deposit held in escrow by _____ \$ 20,000.00

15* (b) Additional deposit to be made within 30 days from Effective Date \$ 20,000.00

16* (c) Total mortgages (as referenced in Paragraph 3) \$ _____

17* (d) Other: _____ \$ _____

18* (e) Balance to close, subject to adjustments and prorations, to be made with cash, locally drawn \$ 570,000.00

19 certified or cashier's check or wire transfer.

20* **3. THIRD PARTY FINANCING:** Within _____ days from Effective Date ("Application Period"), **Buyer** will, at **Buyer's** expense, apply for

21* third party financing in the amount of \$ _____ or _____ % of the purchase price to be amortized over a period of

22* years and due in no less than _____ years and with a fixed interest rate not to exceed ☐ _____ % per year or variable interest rate

23* to exceed ☐ _____ % at origination with a lifetime cap not to exceed _____ % from initial rate, with additional terms as

24* _____

25 **Buyer** will pay for the mortgagee title insurance policy and for all loan expenses. **Buyer** will timely provide any and all

26 employment, financial and other information reasonably required by any lender. **Buyer** will notify **Seller** immediately upon obtaining

27* financing or being rejected by a lender. If **Buyer**, after diligent effort, fails to obtain a written commitment within _____ day

28 Effective Date ("Financing Period"), **Buyer** may cancel the Contract by giving prompt notice to **Seller** and **Buyer's** deposit(s)

29 returned to **Buyer** in accordance with Paragraph 9.

30* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is page 1 of 5

31* **4. TITLE:** Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warrant
32* ☐ other _____, free of liens, easements and encumbrances of record or known to
33 but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and
34* other matters to which title will be subject) _____
35* _____
36* provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property
37* **Closing shall occur at Site Plan Approval.** _____

38* **(a) Evidence of Title:** Seller will, at (check one) ☐ Seller's ☒ Buyer's expense and within 30 days ☒ from Effective
39* ☐ prior to Closing Date ☐ from date Buyer meets or waives financing contingency in Paragraph 3, deliver to Buyer (check one)
40* ☐ a title insurance commitment by a Florida licensed title insurer and, upon Buyer recording the deed, an owner's policy
41 the amount of the purchase price for fee simple title subject only to exceptions stated above.
42* ☒ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
43 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer
44 a base for reissuance of coverage. The prior policy will include copies of all policy exceptions and an update in a
45 acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of
46 documents recited in the prior policy and in the update.

47 **(b) Title Examination:** Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of
48 defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers
49* written notice and Seller cures the defects within 30 days from receipt of the notice ("Curative Period"). If the defects are
50 cured within the Curative Period, closing will occur within 10 days from receipt by Buyer of notice of such curing. Seller may
51 elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are
52 not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to
53 elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction of
54 purchase price. The party who pays for the evidence of title will also pay related title service fees including title and abstract
55 charges and title examination.

56 **(c) Survey:** (check applicable provisions below)
57* ☒ Seller will, within _____ days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications
58* engineering documents, if any, and the following documents relevant to this transaction: _____
59* _____, prepared for Seller or in Seller's
60 possession, which show all currently existing structures.
61* ☒ Buyer will, at ☐ Seller's ☒ Buyer's expense and within the time period allowed to deliver and examine title evidence
62 obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments
63* Property or that the improvements encroach on the lands of another, ☐ Buyer will accept the Property with encroachments
64* encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

65 **(d) Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

66 **(e) Possession:** Seller will deliver possession and keys for all locks and alarms to Buyer at closing.

67* **5. CLOSING DATE AND PROCEDURE:** This transaction will be closed in _____ Broward County, Florida
68* or before the _____ or within _____ days from Effective Date ("Closing Date"), unless otherwise expressed
69* herein. ☐ Seller ☒ Buyer will designate the closing agent. Buyer and Seller will, within 30 days from Effective Date, deliver to
70 Escrow Agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds,
71 requirements as to place, time of day, and closing procedures will control over any contrary provisions in this Contract.

72 **(a) Costs:** Buyer will pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed.
73 Seller will pay taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge
74 any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrance.

75 **(b) Documents:** Seller will provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rental agreement,
76 tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying tenants
77 the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller will certify that information
78 regarding the tenant's lease is correct. If Seller is a corporation, Seller will deliver a resolution of its Board of Directors
79 authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth
80 facts showing the conveyance conforms with the requirements of local law. Seller will transfer security deposits to Buyer. Seller
81 will provide the closing statement, mortgages and notes, security agreements and financing statements.

82* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is page 2 of 5 pages.

83* (c) Taxes, Assessments, and Prorations: The following items will be made current and prorated ☒ as of Closing
84* ☐ as of _____; real estate taxes, bond and assessment payments assumed by Buyer,
85* rents, association dues, insurance premiums acceptable to Buyer, operational expenses and _____

86 If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year will be used with
87 allowance being made for improvements and exemptions. Seller is aware of the following assessments affecting or possibly
88* affecting the Property: _____

89 Buyer will be responsible for all assessments of any kind which become due and owing on or after Effective Date, until
90 improvement is substantially completed as of Closing Date, in which case Seller will be obligated to pay the entire assessment.
91 (d) FIRPTA Tax Withholding: The Foreign Investment in Real Property Act ("FIRPTA") requires Buyer to withhold at closing
92 portion of the purchase proceeds for remission to the Internal Revenue Service ("I.R.S.") if Seller is a "foreign person" as
93 by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to provide, at or prior to closing,
94 appropriate documentation to establish any applicable exemption from the withholding requirement. If withholding is required,
95 and Buyer does not have cash sufficient at closing to meet the withholding requirement, Seller will provide the necessary funds,
96 and Buyer will provide proof to Seller that such funds were properly remitted to the I.R.S.

97* 6. ESCROW: Buyer and Seller authorize _____, Howard Forman, P.A.
98* Telephone: 954-424-6000 Facsimile: 954-370-5930 Address: _____

99* _____ to act as "Escrow Agent" to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract.
100* Agent will deposit all funds received in ☒ a non-interest bearing escrow account ☐ an interest bearing escrow account with interest accruing to _____
102* interest accruing to _____ with interest disbursed (check one) ☐ at _____ intervals. If Escrow Agent receives conflicting demands or has a good faith doubt as to how to
103* ☐ at _____ intervals. If Escrow Agent receives conflicting demands or has a good faith doubt as to how to
104 Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually
105 agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the
106 escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon
107 notifying the parties of such action, Escrow Agent will be released from all liability except for the duty to account for the funds
108 previously delivered out of escrow. If a licensed real estate broker, Escrow Agent will comply with applicable provisions of Chapter
109 475, Florida Statutes. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder,
110 interpleads the subject matter of the escrow, Escrow Agent will recover reasonable attorneys' fees and costs at all levels.
111 such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs.
112 of the prevailing party. The parties agree that Escrow Agent will not be liable to any person for misdelivery to Buyer or Seller of
113 escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.

114 7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, with all
115 wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranty
116 other than marketability of title. By accepting the Property "as is," Buyer waives all claims against Seller for any defects in
117 property. (Check (a) or (b))

118* ☐ (a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.
119* ☒ (b) Due Diligence Period: Buyer will, at Buyer's expense and within _____ days from Effective Date ("Due Diligence Period"),
120 determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's intended use and development of
121 the Property as specified in Paragraph 4. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys, or
122 investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering,
123 architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subsidence
124 regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and federal
125 growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with
126 American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems
127 appropriate to determine the suitability of the Property for Buyer's intended use and development. Buyer shall deliver written notice
128 to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable.
129 Buyer's failure to comply with this notice requirement shall constitute acceptance of the Property in its present "as is" condition.
130 Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence
131 Period for the purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the
132 Property and conduct Inspections at their own risk. Buyer shall indemnify and hold Seller harmless from losses, damages, costs,
133 claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of
134 any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's
135 lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer shall
136 repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conducting
137 the Inspections, and (2) Buyer shall, at Buyer's expense, release to Seller all reports and other work generated as a result of the
138 Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's deposit shall be
139 immediately returned to Buyer and the Contract terminated.

140* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is page 3 of 5.

141 (c) **Walk-through Inspection:** Buyer may, on the day prior to closing or any other time mutually agreeable to the
142 conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure
143 Property is on the premises.

144 (d) **Disclosures:**

145 1. **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in s
146 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal a
147 guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be c
148 from your county public health unit.

149 2. **Energy Efficiency:** Buyer may have determined the energy efficiency rating of the building, if any is located on t
150 Property.

151 8. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any b
152 conducted on the Property in the manner operated prior to Contract and will take no action that would adversely imp
153 Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Pro
154* Buyer's intended use of the Property will be permitted ☒ only with Buyer's consent ☐ without Buyer's consent.

155 9. **RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is not m
156 Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be retu
157 accordance with applicable Florida laws and regulations.

158 10. **DEFAULT:**

159 (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make t
160 marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek specific perform
161 Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the brokerage fee.

162 (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all de
163 paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract
164 full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Seller reta
165 deposit, Seller will pay the Listing and Cooperating Brokers named in Paragraph 12 fifty percent of all forfeited deposits r
166 by Seller (to be split equally among the Brokers) up to the full amount of the brokerage fee.

167 11. **ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the prevailin
168 which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, cos
169 expenses.

170 12. **BROKERS:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a li
171 real estate Broker other than:

172* (a) **Listing Broker:** _____
173* who is ☐ an agent of _____ ☐ a transaction broker ☐ a nonrepresentative
174* and who will be compensated by ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____
175* _____

176* _____
177* _____
178* (b) **Cooperating Broker:** Montalbano Commercial Realty, Inc., 3921 SW 47th Ave., #1018, Davie, Florida 33314
179* who is ☐ an agent of _____ ☐ a transaction broker ☐ a nonrepresentative
180* and who will be compensated by ☐ Buyer ☐ Seller ☐ both parties pursuant to ☐ an MLS or other offer of compensation
181* cooperating broker ☐ other (specify) 3% Commission to Montalbano Commercial Realty, Inc. will be paid by Buyer
182* outside closing.
183* _____
184* _____

185 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to in
186 introductions, consultations and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold
187 harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all leve
188 from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragra
189 enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Bu
190 Seller, which duty is beyond the scope of services regulated by Chapter 475, F.S., as amended, or (4) recommendations of or s
191 provided and expenses incurred by any third party whom Broker refers, recommends or retains for or on behalf of Buyer or S

192* 13. **ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☐ is not assign
193* ☒ is assignable. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, S
194 and their heirs, personal representatives, successors and assigns (if assignment is permitted).

195* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is page 4 of 5

196 **14. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to this Contract.)
197* ☐ Arbitration ☐ Seller Warranty ☐ Existing Mortgage
198* ☐ Section 1031 Exchange ☐ Coastal Construction Control Line ☐ Other _____
199* ☐ Property Inspection and Repair ☐ Flood Area Hazard Zone ☐ Other _____
200* ☐ Seller Representations ☐ Seller Financing ☐ Other _____

201 **15. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modification
202 of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents
203 referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for
204 all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract
205 over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue
206 to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records. Delivery of
207 written notice to any party's agent will be deemed delivery to that party.

208 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY.**
209 **PRIOR TO SIGNING, BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE**
210 **IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, AN ATTORNEY FOR**
211 **INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATE AND FEDERAL**
212 **TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND**
213 **OTHER SPECIALIZED ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT THE BROKER'S**
214 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR RECORDS**
215 **UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON**
216 **SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE**
217 **FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

218* **DEPOSIT RECEIPT:** Deposit of \$ _____ by ☐ check ☐ other _____ received
219* _____ by _____
220 _____
Signature of Escrow Agent

221 **OFFER:** **Buyer** offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by **Seller**, this
222* signed copy delivered to **Buyer** or **Buyer's** agent no later than _____ a.m. ☐ p.m. on _____
223 **Buyer** may, revoke this offer and receive a refund of all deposits.

224* Date: 10/14/2002 **BUYER:** _____ Tax ID No: _____

225* Title: President Telephone: 954-321-6464 Facsimile: _____
226* Address: 3121 W Hallandale Beach Blvd - Hallandale Beach, FL 33009

227* Date: _____ **BUYER:** _____ Tax ID No: _____

228* Title: _____ Telephone: _____ Facsimile: _____
229* Address: _____

230* **ACCEPTANCE:** **Seller** accepts **Buyer's** offer and agrees to sell the Property on the above terms and conditions (☐ subject to
231 attached counter offer).

232* Date: _____ **SELLER:** _____ Tax ID No: _____

233* Title: _____ Telephone: _____ Facsimile: _____
234* Address: _____

235* Date: _____ **SELLER:** _____ Tax ID No: _____

236* Title: _____ Telephone: _____ Facsimile: _____
237* Address: _____

238* **Buyer** (_____) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is page 5 of 5.

The Florida Association of REALTORS makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership organization which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS and who subscribe to its Code of Ethics. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

REAL ESTATE

PROFESSIONAL UNITS OFFER OWNERSHIP

Rhon Ernest-Jones leases a nice office on University Drive in Coral Springs that houses his civil engineering firm. Still, he jumped at the chance to purchase his own building at Lakeview Professional Village.

"With the interest rates so low, it's a very appealing time to buy a building," said Ernest-Jones, president of Rhon Ernest-Jones Consulting Engineers Inc.

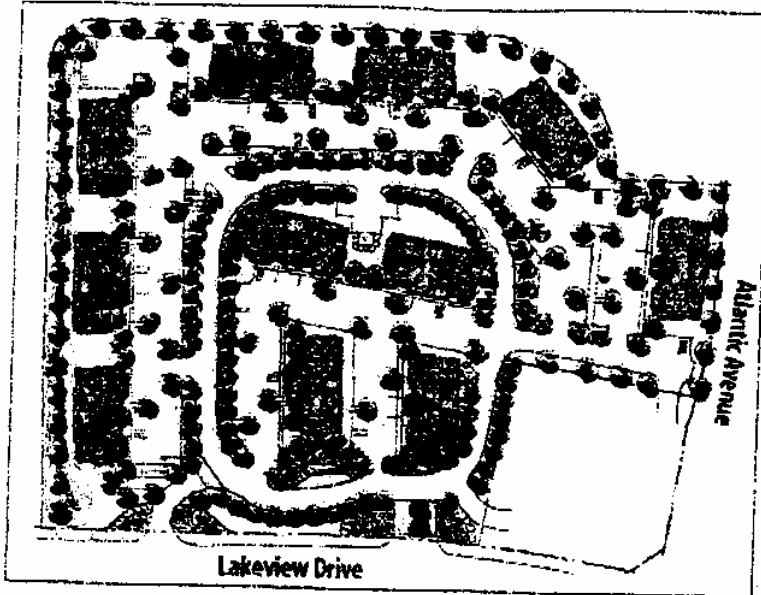
Ernest-Jones purchased a 5,600-square-foot office building at Lakeview Professional Village, a 72,000-square-foot office campus that will ultimately consist of 11 buildings. The developer, Weston-based W.F. Developments Inc., plans to sell each building individually, rather than hold on to them as rental properties.

Apparently, there is a demand for small office buildings: four of the five office buildings in phase one at Lakeview have been sold already — despite the fact that the developer broke ground only a month ago.

"When we purchased this piece of ground in November of 2000, we had no idea what we were going to do with it," said Craig R. Weiner, W.F.'s president.

"After doing some market study and considering the level of interest rates right now, we recognized that this represented an ideal opportunity for a small-business owner to own his own building."

The 11 buildings at Lakeview will range in size between 3,000 and 7,000 square feet and will be single-story professional buildings. Weiner said they're suitable for doctors, attorneys, accountants and other professional users. The pre-construction price is \$135 per square foot; once the walls start going up, the price will rise to about \$150 per square foot. For that price, buyers get a shell building; interior build-



GOING UP: This is a site plan rendering of Lakeview Professional Village, which will consist of 11 single-story professional buildings at the northwest corner of West Atlantic Boulevard and Lakeview Drive in Coral Springs.



ROBYN A. FRIEDMAN
REAL ESTATE

dents, which will vary with the needs of the buyer, are additional.

"I expect that the project will do very well because the real estate is well located, the type of development is proven and needed in the area, and the developer has an excellent track record," said Terry Salzman, a director in the Fort Lauderdale office of Cushman & Wakefield of Florida Inc. "The site offers good visibility and strong traffic counts. The fact that interest rates are low is only icing on the cake."

Fort Lauderdale-based Miller Construction Co. will build the \$10 million project, which

is at the northwest corner of West Atlantic Boulevard and Lakeview Drive in Coral Springs. Weiner expects to deliver the first buildings in June.

"Owning your building builds equity for the company or the company owner," said Harley W. Miller, president of Miller Construction. "Renting is an expense; owning is an investment."

Ernest-Jones, who also serves as the project engineer for Lakeview, said he expects to save about 20 percent to 30 percent by purchasing his business location as opposed to leasing space. Plus, he gets to benefit from any capital appreciation and gets tax benefits, in the form of depreciation, as well. Rents for Class A office space in Coral Springs averaged \$21.36 a square foot at year-end, according to Cushman & Wakefield.

Lakeview Professional Village was designed by Quincy Johnson Architects of Boca Raton. It has an internal tree-lined boulevard, and the buildings are designed in a Mediterra-

nean style with barrel-tile roofs. "The landscaping is extensive," Weiner said. "When you come in, you're not just looking at a big parking lot; you're looking at lots of landscaping. It's really very pretty."

Ernest-Jones said he was attracted to the project because of its proximity to the Sawgrass Expressway. He also said that the buildings are small enough to be affordable for a small-business owner.

Weiner has been based in South Florida since 1977. Since then, he has built, managed, owned or developed a combination of 1 million square feet of commercial property throughout south and central Florida, including the 160,000-square-foot Weston Corporate Center that includes Hershey International, Levi Strauss & Co. and Marriott International among its tenants.

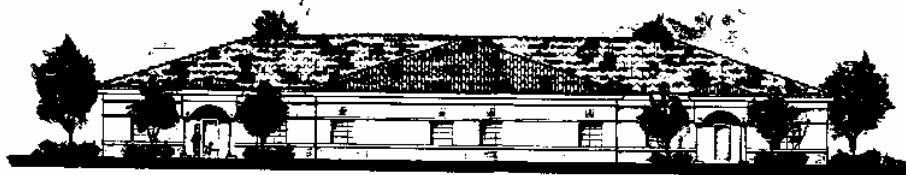
Robyn A. Friedman is a freelance writer. E-mail real estate items or tips to rafriedman@att.net.



FRONT ELEVATION
1/8" = 1'-0"



LEFT SIDE ELEVATION
1/8" = 1'-0"



REAR ELEVATION
1/8" = 1'-0"

ARCHITECT
JEFF
FALKANGER &
ASSOCIATES
INCORPORATED

388 SOUTH ANDREWS AVE.
SUITE 1000
FORT LAUDERDALE, FL 33301
TEL: 352/344-8779
FAX: 352/344-8800

DATE: 10/1/00
BY: JF

PROJECT: JACARANDA PROFESSIONAL BUILDING

1/8" = 1'-0"

DATE: 10/1/00
BY: JF

PROJECT: JACARANDA PROFESSIONAL BUILDING

1/8" = 1'-0"

DATE: 10/1/00

BY: JF

PROJECT: JACARANDA PROFESSIONAL BUILDING

1/8" = 1'-0"

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PROJECT: JACARANDA PROFESSIONAL BUILDING

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BY: JF

PROJECT: JACARANDA PROFESSIONAL BUILDING

1/8" = 1'-0"

DATE: 10/1/00

BY: JF

PROJECT: JACARANDA PROFESSIONAL BUILDING

1/8" = 1'-0"

DATE: 10/1/00

BY: JF

PROJECT: JACARANDA PROFESSIONAL BUILDING

1/8" = 1'-0"

DATE: 10/1/00

BY: JF

PROJECT: JACARANDA PROFESSIONAL BUILDING

1/8" = 1'-0"

WEBBER, HINDEN & McLEAN

A PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

4430 SOUTHWEST 64TH AVENUE

DAVIE, FLORIDA 33314

MAILING ADDRESS

POST OFFICE BOX 8549

PEMBROKE PINES, FLORIDA 33084-0549

BARRY S. WEBBER
JON A. HINDEN
SUZANNE M. McLEAN
SHAWN D. ARBEITER

DAVID E. GOODMAN
(1935-1992)

SEP 23 2002
TOWN OF DAVIE

TELEPHONE (954) 587-3050
TELECOPIER (954) 587-1777

September 18, 2002

**Via Facsimile and U.S. Mail
(954) 797-2061**

Tom Willi
Town of Davie
6591 Orange Drive
Davie, FL 33314

Re: Property: 2.77 acres located at the S.E. Corner of State Road 84 and
Scarborough Drive
Our File No.: E-0275

Dear Mr. Willi:

This office represents U.S. Brick and Block Systems, Inc. Our client is interest in purchasing the above referenced property from the Town of Davie for purposes of constructing an upscale office building to house the corporate headquarters of U.S. Brick and Block Systems, Inc. The proposed use would include ancillary uses but would not include any manufacturing activities. U.S. Brick and Block Systems, Inc. currently has eight locations. All manufacturing activities would be conducted at these other locations and not at the proposed corporate offices.

Please consider this the offer of U.S. Brick and Block Systems, Inc. to acquire the subject property for the sum of \$600,000.00. The offer is contingent upon the property being rezoned to allow the proposed uses of the purchaser and the parties entering into a formal purchase and sale agreement.

If you should have any questions or require further information, please contact me.

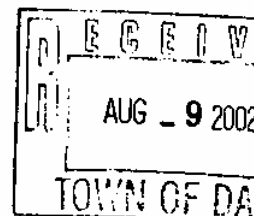
Very truly yours,

Barry S. Webber

BSW/gki

cc: U.S. Brick and Block Systems, Inc.

Aubrey & Shainie Wells
2790 SW 140th Terrace
Davie FL 33330



August 9, 2002

Mr. Tom Willi
Town Administrator
Town of Davie
6591 Orange Drive
Davie FL 33314

RE: Scarborough 2.7 Acres

Dear Mr. Willi:

This letter shall serve as our offer to purchase from the Town of Davie for \$535,000.00 the above-referenced property. We intend to commercially develop the 2.7 acres as a veterinary clinic and pet resort with services that include canine day care, pet boarding and canine training. The improvements would include an approximate 12,000 square foot commercial structure plus an approximate 5,000 square foot two (2) story owner/manager residence to the south. The footprint of the owner/manager residence would be approximately 3,000 square foot. The two (2) buildings would occupy approximately thirteen percent (13%) (approximately 15,000 square feet) of the total 2.7 acre site which is approximately 117,612 square feet. The remaining eighty-seven percent (87%) (102,612 square feet) of the site would contain required parking and dense landscaping providing a quality buffer for the neighboring residential area to the south. The proposed buildings and landscaping would also provide a sound barrier from traffic noise emanating from I-595 and State Road 84 as well as an aesthetically pleasing transition from more dense commercial development to the north. We are committing to work closely with neighbors and the Town on the site plan and architecture.

If the Town accepts our proposal then we would be happy to enter into a formal contract and make an appropriate deposit. Closing would be contingent upon our obtaining all necessary and required approvals and permits for the proposed development and uses.

We look forward to working with the Town and are prepared to proceed expeditiously on our proposal.

Very truly yours,

Aubrey & Shainie Wells

cc: Town of Davie Town Councilmembers
Neal R. Kalis, Esq.

Vacant Land Contract
FLORIDA ASSOCIATION OF REALTORS®

PARTIES AND DESCRIPTION OF PROPERTY

1
2 1. SALE AND PURCHASE: THE TOWN OF DAVIE ("Seller")
3 and AUBREY WELLS AND/OR ASSIGNS ("Buyer")
4 agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
5 Address: State Road 84 and Bright Road, Davie, FL
6 Legal Description: See Exhibit "A" attached hereto.
7
8
9
10
11
12 Including all Improvements and the following additional property: N/A

PRICE AND FINANCING

13
14 2. PURCHASE PRICE: \$535,000.00 payable by Buyer in U.S. funds as follows:
15 (a) \$1,000.00 Deposit received (checks are subject to clearance) See Additional Terms, 20
16 for Kalis & Kleiman, P.A. ("Escrow Agent")
17 Signature _____ Name of Company _____
18 (b) \$ _____ Additional deposit to be made by _____, 20
19 (c) _____ below (express as a dollar amount or percentage)
20 (d) \$ _____ Other: N/A
21 (e) \$534,000.00 Balance to close (not including closing costs, prepaid items and prorations
22 funds paid at closing must be in the form of a cashier's check or wired funds.
23 ☐ (f) (complete only if purchase price will be determined based on unit cost instead of a fixed price) The
24 used to determine the purchase price is ☐ lot ☐ acre ☐ square foot. Specify: N/A
25 prorating areas of less than a full unit. The purchase price will be \$N/A per unit based on a calculation
26 total area of the Property as certified to Buyer and Seller by a Florida Licensed surveyor in accordance with Paragraph
27 8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation: N/A
28 N/A

29 3. CASH/FINANCING: (Check as applicable) ☒ (a) Buyer will pay cash for the Property with no financing contingency.
30 ☐ (b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below within
31 N/A days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever occurs first). Buyer
32 will apply for financing within N/A days from Effective Date (5 days if left blank) ("Application Period") and will timely provide
33 any and all credit, employment, financial, and other information required by the lender. If Buyer, after using diligence and in
34 good faith, cannot obtain the financing, either party may cancel this Contract and Buyer will return to Seller all title evidence
35 and surveys provided by Seller, and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from
36 all interested parties. Buyer will pay all loan expenses, including the lender's title insurance policy.
37 ☐ (1) New Financing: Buyer will secure a commitment for new third party financing for \$N/A
38 N/A % of the purchase price at the prevailing interest rate and loan costs. Buyer will keep Seller and Broker
39 informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose such
40 information to Seller and Broker.

41 Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.
VAC-3 4/98 ©1998 Florida Association of REALTORS® All Rights Reserved.



42* ☐ (2) Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller
 43* amount of \$N/A, bearing annual interest at N/A% and payable as follows: N/A
 44* N/A
 45* The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms ge
 46* accepted in the county where the Property is located; will provide for a late payment fee and acceleration
 47* mortgagee's option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal
 48* time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of con
 49* parcels, if applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional
 50* insured. Buyer authorizes Seller to obtain credit, employment and other necessary information to de
 51* creditworthiness for the financing. Seller will, within 10 days from Effective Date, give Buyer written notice of wh
 52* not Seller will make the loan.
 53* ☐ (3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to N/A
 54* N/A
 55* LNA N/A in the approximate amount of \$N/A currently pay
 56* \$N/A per month including principal, interest, ☐ taxes and insurance and having a ☐ fixed
 57* (describe) N/A
 58* interest rate of N/A % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage
 59* adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's
 60* account dollar for dollar. If the lender disapproves Buyer, or the interest rate upon transfer exceeds N/A%
 61* assumption/transfer fee exceeds \$N/A, either party may elect to pay the excess, failing wh
 62* agreement will terminate and Buyer's deposit(s) will be returned.

CLOSING

63
 64* 4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on or
 65* See Additional Terms 20, unless extended by other provisions of this Contract. If on Closing Date in
 66* underwriting is suspended, Buyer may postpone closing up to 5 days.

67* 5. CLOSING PROCEDURE; COSTS: If title insurance insures Buyer for title defects arising between the title binder effect
 68* and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees t
 69* as per Paragraph 17. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated
 70* (a) Seller Costs: Seller will pay taxes on the deed and recording fees for documents needed to cure title;
 71* confirmed and ratified special assessment liens; title evidence (if applicable under Paragraph 8); Other:

72* (b) Buyer Costs: Buyer will pay taxes and recording fees on notes and mortgages and recording fees on th
 73* and financing statements; loan expenses; pending special assessment liens; lender's title policy at the simul
 74* issue rate; inspections; survey and sketch; insurance; Other: N/A

75* (c) Title Evidence and Insurance: Check (1) or (2):
 76* ☐ (1) Seller will provide a Paragraph 8(a)(1) owner's title insurance commitment as title evidence. ☐ Seller ☐
 77* will select the title agent. ☐ Seller ☐ Buyer will pay for the owner's title policy, search, examination and
 78* charges. Each party will pay its own closing fees.

79* ☒ (2) Seller will provide title evidence as specified in Paragraph 8(a)(2). ☐ Seller ☒ Buyer will pay for the own
 80* policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search
 81* search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

82* (d) Prorations: The following items will be made current and prorated as of the day before Closing Date: real
 83* taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessm
 84* the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

85* (e) Tax Withholding: Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, wh
 86* require Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.
 87*

PROPERTY CONDITION

88
 89* 6. LAND USE: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, with co
 90* resulting from Buyer's inspections and casualty damage, if any, excepted. Seller will maintain the landscap
 91* grounds in a comparable condition and will not engage in or permit any activity that would materially alter the P
 92* condition without the Buyer's prior written consent.

93* (a) Flood Zone: Buyer is advised to verify by survey, with the lender and with appropriate government agency
 94* flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Prop
 95* rebuilding in the event of casualty.

96* (b) Government Regulation: Buyer is advised that changes in government regulations and levels of servic
 97* affect Buyer's intended use of the Property will not be grounds for canceling this Contract if the Feasibilit
 98* Period has expired or if Buyer has checked choice (c)(2) below.

99* Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 2 of 6 Page
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100 (c) Inspections: (check (1) or (2) below)

101 ☒ (1) Feasibility Study: Buyer will, at Buyer's expense and within 1 year days from Effective Date ("Feasibility Study
102 Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Animal Hospital
103 Pet Resort and Residence use. During the Feasibility Study Period, Buyer may conduct a Phase I environmental
104 assessment and any other tests, analyses, surveys and investigations ("Inspections") that Buyer deems necessary
105 determine to Buyer's satisfaction the Property's engineering, architectural and environmental properties; zoning;
106 zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and of
107 utilities; consistency with local, state and regional growth management plans; availability of permits, governm
108 approvals, and licenses; and other inspections that Buyer deems appropriate to determine the Property's suitability
109 for the Buyer's intended use. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate
110 government agencies. Seller will sign all documents Buyer is required to file in connection with development
111 rezoning approvals.

112 Seller gives Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility
113 Study Period for the purpose of conducting inspections; provided, however, that Buyer, its agents, contractors
114 assigns enter the Property and conduct inspections at their own risk. Buyer will indemnify and hold Seller harmless
115 from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, from expenses and liabilities
116 incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct
117 any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result
118 construction lien being filed against the Property without Seller's prior written consent. If this transaction does
119 close, Buyer will, at Buyer's expense, (1) repair all damages to the Property resulting from the inspections
120 return the Property to the condition it was in prior to conduct of the inspections, and (2) release to Seller all reports
121 and other work generated as a result of the inspections.

122 Buyer will deliver written notice to Seller prior to the expiration of the Feasibility Study Period of Buyer's
123 determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement
124 will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property
125 is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this Contract will be deemed
126 terminated as of the day after the Feasibility Study period ends and Buyer's deposit(s) will be returned after Escrow
127 Agent receives proper authorization from all interested parties.

128 ☐ (2) No Feasibility Study: Buyer is satisfied that the Property is suitable for Buyer's purposes, including but
129 satisfied that either public sewerage and water are available to the Property or the Property will be approved for
130 installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations
131 and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental
132 conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

133 7. RISK OF LOSS; EMINENT DOMAIN: If any portion of the Property is materially damaged by casualty before closing
134 or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceeding
135 or if an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may cancel this Contract
136 by written notice to the other within 10 days from Buyer's receipt of Seller's notification, failing which Buyer will close
137 accordance with this Contract and receive all payments made by the government authority or insurance company, if

TITLE

138 8. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative
139 or guardian deed as appropriate to Seller's status.

140 (a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in Seller's
141 accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of
142 which prevent Buyer's intended use of the Property as animal hospital, pet resort and residence: covenants, easements, and
143 restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record;
144 there is no right of entry; current taxes; mortgages that Buyer will assume; and encumbrances that Seller will discharge
145 or before closing. Seller will, prior to closing, deliver to Buyer Seller's choice of one of the following types of title evidence
146 which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected
147 type). Seller will use option (1) in Palm Beach County and option (2) in Dade County.

148 (1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price
149 subject only to title exceptions set forth in this Contract.

150 (2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must
151 be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the
152 Property recorded in the public records of the county where the Property is located and certified to Effective Date of this
153 Contract. However if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed
154 Buyer as a base for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a form
155 acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent
156 together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available
157 Seller then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

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160 (b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from
 161 of title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days
 162 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures
 163 defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction
 164 Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to
 165 cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days of
 166 receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.
 167 (c) Survey: Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written
 168 notice to Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property or
 169 encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any encroachment
 170 encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations
 171 be determined in accordance with subparagraph (b) above. If any part of the Property lies seaward of the
 172 construction control line, Seller will provide Buyer with an affidavit or survey as required by law delineating the
 173 location on the property, unless Buyer waives this requirement in writing.

MISCELLANEOUS

174
 175 9. EFFECTIVE DATE; TIME: The "Effective Date" of this Contract is the date on which the last of the parties to
 176 signs the latest offer. Time is of the essence for all provisions of this Contract. All time periods expressed as
 177 be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national
 178 holidays). If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next
 179 day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located)
 180 appropriate day.

181 10. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media.
 182 failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies
 183 will render that contingency null and void and the Contract will be construed as if the contingency did not exist.

184 11. COMPLETE AGREEMENT: This Contract is the entire agreement between Buyer and Seller. Except for binding
 185 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.
 186 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures
 187 initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or
 188 will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted
 189 attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable
 190 all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

191 12. ASSIGNABILITY; PERSONS BOUND: Buyer may not assign this Contract without Seller's written consent. The terms
 192 "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, assigns
 193 personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

DEFAULT AND DISPUTE RESOLUTION

194
 195 13. DEFAULT: (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after closing
 196 Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposits
 197 waiving the right to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Buyer for
 198 the full amount of the brokerage fee. (b) Buyer Default: If Buyer fails to perform this Contract within the time specified,
 199 timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as well as
 200 damages or to seek specific performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits
 201 paid and agreed to be paid (to be split equally among cooperating brokers) up to the full amount of the brokerage fee.

202 14. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims, and other matters
 203 question between the parties arising out of or relating to this Contract or its breach will be settled as follows:

204 (a) Disputes concerning entitlement to deposits made and agreed to be made: Buyer and Seller will have 30 days from the date
 205 the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent
 206 will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the
 207 Florida Real Estate Commission. Buyer and Seller will be bound by any resulting settlement or order.

208 (b) All other disputes: Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to
 209 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral arbitration in the
 210 county where the Property is located. The arbitrator may not alter the Contract terms or the arbitrator's findings of fact
 211 remedy not provided for in this Contract. The award will be based on the greater weight of the evidence. If the parties
 212 state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, the
 213 be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery disputes.
 214 Any disputes with a real estate licensee named in Paragraph 17 will be submitted to arbitration of the
 215 licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

216 Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.
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217 (c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute
218 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose
219 settlement on the parties. Mediation will be in accordance with the rules of the American Mediation Association or
220 mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process
221 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is
222 binding on the parties. Arbitration will be in accordance with the rules of the American Arbitration Association or
223 arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including
224 attorneys' fees, and will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce
225 an arbitration award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party
226 reasonable attorneys' fees, costs and expenses.

227 ESCROW AGENT AND BROKER

228 15. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items
229 escrow and, subject to clearance, disburse them upon proper authorization and in accordance with the terms of the
230 Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person
231 misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of
232 Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay
233 filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the
234 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims
235 against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

236 16. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations
237 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contract
238 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements,
239 and for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does
240 reside in the Property and that all representations (oral, written or otherwise) by Broker are based on
241 representations or public records unless Broker indicates personal verification of the representation. Buyer agrees to
242 solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and
243 that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reason-
244 attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection
245 or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller
246 harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage
247 based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's performance
248 Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended
249 including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any vendor
250 and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for selecting
251 compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of
252 paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

253 17. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and
254 acknowledge that the brokerage(s) named below are the procuring cause of this transaction. Instruction to Closing Agent
255 Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in sep-
256 brokerage agreements with the parties and cooperative agreements between the brokers, unless Broker has retained
257 fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage
258 as indicated below.

259

260 Real Estate Licensee N/A

Real Estate Licensee N/A

261 N/A

N/A

262 Broker / Brokerage fee: N/A

Broker / Brokerage fee: N/A

263

263 ADDITIONAL TERMS

264 18. ADDITIONAL TERMS:

265

266

267

268

269

270

271

272 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

273 Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.
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OFFER AND ACCEPTANCE

274

275* (Check if applicable: ☐ Buyer received a written real property disclosure statement from Seller before making this Offer.)

276 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller

277* copy delivered to Buyer no later than _____ ☐ a.m. ☐ p.m. on _____, 2002, this offer

278 revoked and Buyer's deposit refunded subject to clearance of funds.

279* Date: _____

Buyer: _____

Tax ID/SSN: _____

280*

Print name: AUREY WELLS

281* Date: _____

Buyer: _____

Tax ID/SSN: _____

282*

Print name: _____

283* Phone: _____

Address: _____

284* Fax: _____

285* Date: _____

Seller: _____

Tax ID/SSN: _____

286*

Print name: THE TOWN OF DAVIE, by Mayor Harry Venis

287* Date: _____

Seller: _____

Tax ID/SSN: _____

288*

Print name: _____

289* Phone: _____

Address: _____

290* Fax: _____

291* ☐ Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliv292* copy of the acceptance to Seller by 5:00 p.m. on _____, 20____. ☐ Seller rejects Buyer's

293*

Effective Date: _____ (The date on which the last party signed or initialed acceptance of the final

294* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages

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EXHIBIT "A"

**LEGAL DESCRIPTION
LIBRARY SITE**

A Portion of Tract A as shown on the Plat of "SCARBOROUGH II", as recorded in Plat Book 126 at Page 44 of the Public Records of Broward County, Florida and being more particularly described as follows:

Begin at the Northeasterly corner of said Tract A; thence South 14 degrees 44 minutes 11 seconds West along the Easterly line of said Tract A for 465.88 feet; thence North 75 degrees 15 minutes 49 seconds West for 259.00 feet; thence North 14 degrees 44 minutes 11 seconds East for 465.88 feet; thence South 75 degrees 15 minutes 49 seconds East for 259.00 feet to the Point of Beginning. Lying and being in the Town of Davie, Broward County, Florida and containing 120,664 square feet or 2.770 Acres, more or less.

Total Acres: 42.75

